

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
AND  
EI PASO COUNTY JUVENILE PROBATION DEPARTMENT**

**I. INTRODUCTION AND PRELIMINARY CONSIDERATIONS**

This Memorandum of Understanding (MOU) is entered into between the Texas Department of Family and Protective Services (DFPS) and the El Paso County Juvenile Probation Department (EPJPD). DFPS enters into this MOU pursuant to the authority under 42 U.S.C. §671(a)(8)(A) to further the administration of the Title IV-E state plan; 40 TAC §700.203(a)(5); Texas Family Code §58.0052; and Texas Health and Safety Code §614.017. EPJPD enters into this MOU pursuant to the authority under Texas Family Code §58.0052 and the Texas Health and Safety Code §614.017. Approval of this agreement on behalf of EPCJPD is either done by Judge Gutierrez as Chair of the Juvenile Board or by County Judge Ricardo A. Samaniego on behalf of the Commissioners Court, whichever governing body is able to more quickly approve the document, acknowledging that this matter need not be taken to the Commissioners Court but the Court may approve it on behalf of EPCJPD. The parties intend for this MOU to replace 2012-0462.

**A. Purpose**

The purpose of this MOU is to acknowledge the commitment of both agencies to work collaboratively to ensure timely sharing of information in accordance with HB 932 and 1521. Additionally, this MOU acknowledges the collaboration and coordination of services to prevent duplication of efforts for the dual system youth. This involves:

1. Coordinated service planning for the care of youth that are in the conservatorship (Temporary Managing Conservatorship (TMC) and Permanent Managing Conservatorship (PMC)) of DFPS and who are also involved with the juvenile justice system including the sharing of certain case information by both parties.
2. Coordination between DFPS and EPJPD for participation in the Dual Status Youth Program (DSYP). The DSYP strives to improve the outcomes for dually involved youth and families and to enhance system performance amongst the collaborative partnership between EPJPD and DFPS.

**B. References**

1. All references in this MOU to DFPS shall mean DFPS's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform MOU Services on DFPS's behalf.

2. All references in this MOU to EPJPD shall mean EPJPD's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform MOU Services on EPJPD's behalf.

### C. Background

1. DFPS is the state agency established to investigate reports of abuse and neglect of children in the State of Texas. DFPS through its Child Protective Services Division (CPS) is required to remove children from homes where unsafe conditions exist. DFPS places children removed from their homes in foster care and seeks legal application to be named the Temporary Managing Conservator for the children.
2. EPJPD is the entity that is responsible for the supervision of youth who are placed on probation and for providing care for youth in its custody or for youth placed in a non-community setting after adjudication.

## II. TERM

This MOU is effective upon the last date signed by either party and will continue for a one (1) year period, subject to automatic renewals of one (1) year each unless either party terminates the MOU by written notice as provided herein.

## III. REQUIREMENTS AND OBLIGATIONS OF BOTH PARTIES IN REGARD TO INFORMATION ACCESS BETWEEN DFPS AND EPJPD

Upon request, EPJPD and DFPS shall share any information necessary to improve or maintain community safety or information that assists with the continuation of services for multisystem youth. The information must be provided within fourteen (14) calendar days of the request.

### A. EPJPD requests for information from DFPS:

Information sharing requirement applies to a child who:

1. The perpetrator or victim in a confirmed Reason to Believe (RTB) investigation
2. Placed in substitute care with DFPS; or
3. Receiving family services through DFPS Family Based Safety Services

When a request for a juvenile record meets the criteria and the case is open, the primary caseworker is authorized to share the information.

When a request for a juvenile meets the criteria and the case is closed, the Records Management Division will provide information regarding:

Child and Family Services  
Education  
Legal  
Permanency  
Placement Events

**B. EPJPD can access case records from TDFPS by going to:**

[https://www.dfps.state.tx.us/policies/Case\\_Records/default.asp](https://www.dfps.state.tx.us/policies/Case_Records/default.asp)

1. I need a case record in relation to my professional duties with juvenile justice.
2. Select link for Form 4885-j - Request from Juvenile Justice Entity for DFPS Case Records (Attached)
3. Fill out the form and submit via email to:  
[Records.Management@dfps.state.tx.us](mailto:Records.Management@dfps.state.tx.us)

**C. DFPS can access case records from EPJPD by submitting an electronic request to the Records Supervisor at: [ramhernandez@epcounty.com](mailto:ramhernandez@epcounty.com)**

1. **REQUIREMENTS AND OBLIGATIONS OF BOTH PARTIES IN REGARD TO DUAL STATUS YOUTH AT THE PRE-ADJUDICATORY PHASE OF THE JUVENILE JUSTICE SYSTEM.**  
See Addendum A
2. **REQUIREMENTS AND OBLIGATIONS OF BOTH PARTIES IN REGARD TO THE POST-ADJUDICATED DUAL STATUS YOUTH PROGRAM (DSYP)** See Addendum B

**IV. CONFIDENTIALITY AND SECURITY OF INFORMATION**

1. DFPS and EPJPD shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted or as may be amended. If DFPS and EPJPD store, collect, or maintain any data, then such data will be password protected and all appropriate safeguards will be taken to ensure the safety and confidentiality of the data.
2. In the event of a confidentiality or security breach of either party's information, the MOU Manager shall initiate risk mitigation and notify the other party's MOU Manager by telephone and by e-mail within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or information security breach. The MOU Manager shall provide the other party's Manager with a description of the security breach and the initial risk mitigation steps taken. Each party will develop its own internal notification process so that the appropriate agency officials are alerted if a confidentiality or security breach occurs.

3. DFPS and EPJPD agree to use any information obtained through this MOU only for the purposes contained within this MOU. Information gained from the other party will only be re-released as consistent with applicable federal and state law. This includes 40 TAC §700.203(g) which applies the same restrictions on disclosure of confidential records released by DFPS to re-disclosure by the individual or entity that obtains the documents from DFPS. However, 40 TAC §700.203(g) would not be applicable to information released by DFPS under Texas Family Code §58.0052, if the information is to be re-released to another juvenile service provider.
4. EPJPD will not release any information obtained from DFPS to any outside party conducting research that contains identifiable information without the written permission from DFPS. This includes research being conducted as part of the Dual Status Youth Program or any other research project where DFPS information is involved.

## **V. FINANCIAL**

### **A. MOU AMOUNT — COST RESPONSIBILITIES**

1. The parties are responsible for their respective costs for performance under this MOU. Both DFPS and EPJPD agree to waive any fees as allowable under Texas Family Code §58.0052(h)(1) (B) and (2).

### **B. FEDERAL AND STATE FUNDING**

1. It is expressly understood that any and all of DFPS's obligations are contingent upon the existence of a state plan approved by the United States Department of Health and Human Services and on the availability of Federal Financial Participation for the activities described in this MOU. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, DFPS shall promptly notify EPJPD of this fact in writing, and this MOU shall terminate immediately.

## **VI. MOU MANAGEMENT**

### **A. NOTICE**

Any notice required or permitted to be given under this MOU by one party to the other party shall be in writing and shall be addressed to EPJPD at the address specified below. Notice shall be deemed to have been given immediately if delivered in person or mailed to the recipient's address specified below.

1. The address for DFPS for all notices and all purposes under this MOU shall be:

Jose Chapa  
Texas Department of Family and Protective Services  
P.O. Box 149030  
MC W-157  
Austin, Texas 78714-9030

With copies to:

Debra Emerson  
Texas Department of Family and Protective Services  
P.O. Box 149030  
MC W-157  
Austin, Texas 78714-9030

2. The address for EPJPD/El Paso County for all notices and all purposes under this MOU shall be:

Ruben John Vogt  
El Paso County Judge  
El Paso County Courthouse 500 E. San Antonio, Room  
El Paso, TX 79901

With copies to:

Roger Martinez  
Chief Juvenile Probation Officer  
El Paso County Juvenile Justice Center  
6400 Delta Drive  
El Paso, TX 79905

## **B. MOU MANAGER**

1. DFPS and EPJPD each agree to maintain specifically identified personnel for matters pertaining to the requirements and terms of this MOU during the term of this MOU. The MOU Manager named by DFPS shall serve as the initial point of contact for any inquiries made pursuant to this MOU by EPJPD and respond to any such inquiries by the DFPS. The MOU Manager named by EPJPD shall serve as the initial point of contact for any inquiries made pursuant to this MOU by DFPS and respond to any such inquiries by DFPS.

## 2. The DFPS MOU Manager

The DFPS MOU Manager will be Jose Chapa. The DFPS MOU Manager may be contacted at Jose.Chapa@[dfps.state.tx.us](mailto:dfps.state.tx.us) and has the authority to:

- a. Make decisions regarding the deliverable required by this MOU;
- b. Serve as the day-to-day point of contact or designate person to do so;
- c. Coordinate meetings with EPJPD or designate a person to do so and investigate complaints and issues.

The DFPS MOU Manager shall have no authority to agree to any MOU amendment.

## 3. EPJPD MOU Manager

EPJPD's MOU Manager will be Rosie Medina. The MOU Manager may be contacted via e-mail at [rmedina@epcounty.com](mailto:rmedina@epcounty.com) and has the authority to:

- a. Make decisions regarding the deliverables required by this MOU;
- b. Serve as the day to day point of contact; coordinate meetings with the DFPS; and investigate complaints and issues.

The EPJPD MOU Manager shall have no authority to agree to any MOU amendment.

## VII. AMENDMENT

This MOU may be amended only in writing by an instrument signed by DFPS and EPJPD, either by El Paso County or by the Juvenile Board of El Paso County.

## VIII. TERMINATION

Either party may terminate this MOU immediately without cause by furnishing the other party written notice of the date of termination to the appropriate contact party named herein or their designate, with thirty days (30) notice in advance of termination.

### A. CHANGE IN LAW

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this MOU, and if the parties cannot agree to an amendment that would enable substantial continuation of the MOU, the parties shall be discharged from any further obligations under this MOU upon ten (10) business days written notice.

## **B. SURVIVAL OF TERMS**

Termination of this MOU for any reason shall not release the DFPS or EPJPD from adherence to any federal or state laws regarding release of confidential information.

## **IX. TERMS AND CONDITIONS**

### **A. NO IMPLIED AUTHORITY**

Any authority delegated to one party by the other party is limited to the terms of this MOU. DFPS and EPJPD shall not rely upon implied authority and specifically is not delegated authority under this MOU to:

1. Make public policy;
2. Promulgate, amend, or disregard DFPS program policy; or
3. Unilaterally communicate or negotiate, on behalf of the other party, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, DFPS and the EPJPD are required to cooperate fully in communications and negotiations with federal and state agencies, as directed by EPJPD and DFPS.

### **B. NEWS RELEASES OR PRONOUNCEMENTS MUTUAL**

1. News releases pertaining to this MOU, publications, declarations and any other pronouncements by EPJPD using any means or media pertaining to this MOU must be approved in writing by the respective parties to this agreement prior to public dissemination.
2. NO WAIVER OF SOVEREIGN IMMUNITY THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS MOU IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE PARTIES OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THEY MAY HAVE BY OPERATION OF LAW.

### **C. SEVERABILITY**

If any provision of this MOU is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the MOU as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

**D. APPLICABLE LAW AND VENUE**

DFPS and EPJPD agree that this MOU in all respects shall be governed by and construed in accordance with the laws of the State of Texas.

**E. ENTIRE AGREEMENT**

DFPS and EPJPD agree that this MOU in all respects shall be governed by and construed in accordance with the laws of the State of Texas.

**X. Attachments**

Addendum A – Pre-Adjudication Dual Status Youth Program Case Protocol

Addendum B – Pre-Adjudication Dual Status Youth Program Case Protocol



**Addendum A**  
**Pre-Adjudication Dual Status Youth Program Case Protocol**

Dual Status Youth Program youth will be identified as pre-adjudicated youth under Texas Department of Family Protective Services (DFPS) permanent or temporary managing conservatorship. Most of these youth will be in foster care or kinship placement due to parental rights termination or pending termination through the Court process.

The policy of the Intake Unit in working with dually involved youth will be to identify and red flag such youth at the earliest point possible and collaborate with DFPS partners to provide client centered services without unnecessary duplication of services and effort.

Probation Officers will ensure they determine current and recent services family has received and if services can be utilized to meet JPD requirements.

For cases that have a **current involvement** with DFPS such as active investigation, family based services, Temporary Managing Conservatorship (TMC) or Permanent Managing Conservatorship (PMC), Intake will:

- Update the respective JMIS tabs as per established guidelines.
- Contact the respective DFPS Caseworker and notify them via email of case status (pending intake appointment, detained, Deferred Prosecution, conditional release).
- Request records via the Records Management system or the Caseworker currently assigned to the case.
- Upload documents and document accordingly.
- If detained or on Home Detention communicate to DFPS caseworker all intake appointments, medical appointments and Court hearings.

**For TMC or PMC (Detained or on Home Detention) cases,** Intake will:

- Notify the DSYP JPO, Senior Officer and Director of Special Programs and Dual Status Youth Program JPO via email, cc copy the respective Intake SPO after initial Detention Hearing.
- Administrative Assistants will attach a green sheet to the file to easily identify case as a TMC or PMC case. Upon adjudication this will prompt case to be assigned to designated probation officer specializing in Dual Status Youth Program Cases.
- For Court hearings in which DFPS is present, notify bailiff prior to hearing so that DFPS can be given priority of ensuring their presence in any court hearing and having case expedited.

**High importance-** Foster parents cannot sign release of confidential information authorization forms. If a foster parents brings the youth to their appointment and the DPFS caseworker is not present, intake JPOs will need to forward the authorization forms via scan or fax to the assigned

DFPS caseworker to request their signature on release of confidential information form and return back to JPD immediately.

Note: Cases in which parents are refusing to take parental responsibility (RAPR) will be treated as abandonment and DFPS shall be notified through a regular intake at 1-800-252-5500 or [www.tx.abusehotline.org](http://www.tx.abusehotline.org).

Seek guidance or clarification from Senior Probation Officers or Director as needed.

## **Addendum B**

### **Post-Adjudication Dual Status Youth Program Case Protocol**

The Dual Status Youth Program (DSYP) youth will be identified as adjudicated youth under Texas Department of Family Protective Services (DFPS) permanent or temporary managing conservatorship. Most of these youth will be in foster care or kinship placement due to parental rights termination or pending termination through the Court process.

The policy of the Special Programs Unit in working with dually involved youth will be to facilitate and ensure effective coordination of supervision and services for dual system youth by adhering to the “One Court One Judge” philosophy. This will be accomplished by ensuring EPJDP and DFPS coordinate information sharing and fiscal resources for the care of dual system youth.

Designated Probation Officers and Case Managers are identified by EPJPD to serve as the lead for court related, supervision and case management matters. Communication with all system stakeholders will be coordinated to ensure proper dissemination of information and exchange of solutions to address the needs of youth participating in the DSYP. The DYSP team consists of the following stakeholders: EPJPD JPO, EPJPD Case Manager, DFPS, CASA, designated facility staff, DSYP court appointed attorney.

- Quarterly meetings will be scheduled to discuss DSYP operations and formally staff all youth participating in the program.

#### **EPJPD Responsibility after Adjudication:**

- Upon receiving the case for Disposition, EPJPD will contact DFPS Caseworker and/or DFPS Supervisor within 24 hours to inform of JPO Assignment.
- Contact the 65<sup>th</sup> District Court to transfer the case, from the Adjudicated Court, to the 65<sup>th</sup> Court. This entails obtaining a Disposition Hearing date on the 65<sup>th</sup> District Court Docket. EPJPD will also request for the case to be assigned to the designated DSYP Attorney.
- EPJPD will then contact the assigned attorney to advise the attorney who the assigned JPO is.
- Obtain from DFPS any and all necessary documents for the formulation of a recommendation to the Juvenile Court. These necessary records include CPS Court records, Foster Care/Placement History, Psychological/Psychiatric diagnosis, and Common Application.
- Schedule PDR (predisposition) interview with DFPS Case Worker, the child, Foster Parents (if available), and biological parents/guardians (if available). As a foster child and their foster parents may at times have differing viewpoints, EPJPD will discuss any issues that the foster parents have raised in their interview with the child's caseworker.

- EPJPD will collaborate with DFPS on the formulation of the departmental recommendation for disposition of the child's case. EPJPD will follow its Policies & Procedures for formulating the necessary recommendation for Disposition.

**After the Disposition Hearing EPJPD will:**

- Review Court Orders and answer any questions that pertain to the youth's Judgment of Probation with the youth, Foster Parent/Foster Care Agency/Facility, DFPS, CASA, and/or attorney immediately following the court hearing.
- If DFPS is the placing agency for an RTC, then EPJPD will be responsible for providing DFPS all necessary court and collateral documents for the placement packet.
- If EPJPD is the placing agency, they shall follow their Policies & Procedures for placing a juvenile in an RTC facility. EPJPD shall coordinate with DFPS to attain all signatures for the placement packet.

**While the juvenile is in a foster home or kinship care EPJPD shall:**

- Monitor and enforce Court Orders and reports all violations to the Court.
- Ensure foster family follows through with court orders.
- JPO will notify DFPS & CASA of any Court Hearings.
- Foster Care home visits will be unannounced and will adhere to the court order and/or departmental supervision strategy policy.
- EPJPD shall obtain from DFPS by the 10<sup>th</sup> of each month necessary monthly reports to include but not limited to the youth's Psychological/Psychiatric Evaluations and counseling follow up/progress reports, Child Placing Agency (CPA) monthly progress reports, school records (attendance, discipline, grades, ARD recommendations/accommodations), and behavioral incident reports.

**If a juvenile is placed at an RTC, EPJPD will be responsible for:**

- Scheduling the first DSYP Conference call within 30 days from placement: All subsequent conference calls will be coordinated/scheduled during the monthly scheduled conference calls set by EPJPD in coordination with the DSYP team
- The DSYP team will collaborate to inform the creation and implementation of the Case Plan while the juvenile is at the facility as well as obtain DFPS feedback for updating the Monthly Discussions and the creation and/or updating of the RPACT.

- DFPS will make themselves available to provide any all necessary collateral information to EPJPD for the completion of the above stated task.
- If DFPS is the placing agency, they shall provide to EPJPD by the 10<sup>th</sup> of each month necessary monthly reports to include but not limited to the youth's Psychological/Psychiatric Evaluations and counseling follow up/progress reports, Child Placing Agency (CPA) monthly progress reports, school records (attendance, discipline, grades and ARD recommendations/accommodations), behavioral incident reports.

**Upon a juvenile being discharged from RTC:**

- Within five business days of the juvenile being discharged, the DSYD team will coordinate a plan for the juvenile's transition back into the community.

**Upon a juvenile's return to the community:**

- The EPJPD will supervise the juvenile in accordance with departmental policy and court orders. Ongoing collaboration and coordination of services with DFPS will continue as required.

**IN WITNESS WHEREOF**, the parties execute this agreement on the date noted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

THE COUNTY OF EL PASO

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge Ricardo A. Samaniego

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AT TO CONTENT

\_\_\_\_\_  
Roger Martinez  
Chief Juvenile Probation Officer

\_\_\_\_\_  
Jose Chapa  
DFPS MOU Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Donnie McGilbra  
Assistant County Attorney

\_\_\_\_\_  
Georgina Martinez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date